

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In the Matter of:

Brandon Heitmann

Debtor

Case No. 24-41956

Chapter 13

Hon. Mark Randon

**DEBTOR'S MOTION TO ENFORCE AUTOMATIC STAY AND FOR
RELATED RELIEF**

NOW COMES Debtor, through counsel, and states:

1. Debtor is filing this motion to enforce the automatic stay based on Alex and Rebecca Boyd's (collectively, "Creditors" or "Creditor") prepetition actions to collect a disputed claim which have not ceased postpetition. The collection actions affect Debtor's ability to earn a living and to fund his chapter 13 plan, and affect the ability of his spouse to fund the chapter 13 plan as her income is also required. Creditor has filed a proof of claim, and has filed a nondischargeability action and a prepetition lawsuit, and should be precluded from continuing its prepetition collection actions pending a resolution on whether they have a claim, whether it is nondischargeable, and further Court Order. The collection actions revolve around, among other things, a website set up by Creditor which may also have the effect of tainting the jury pool for the jury trial requested by Creditor in their state court complaint.

2. Debtor filed his Chapter 13 bankruptcy on February 29, 2024.

3. Prepetition, Creditors Alex and Rebecca Boyd were customers of Exigent Landscaping, LLC regarding a pool project.

4. Debtor was the principal officer of Exigent, which is now a chapter 7 debtor, 23-46912.

5. Prepetition, Creditor claimed it was owed money by Exigent and emailed Debtor that he demanded a refund. A copy of his July 1, 2022 email is attached. Debtor disputes that any monies are owed to Creditor.

6. Creditor also threatened that he would set up a website regarding his interactions with Debtor and Exigent to harm Exigent's and Mr. Heitmann's ability to keep current customers and get new work.

I now put that energy towards telling my story to anyone and everyone who will listen. You've already lost multiple sales because of my first-hand account. You probably don't care, because I'm just one person, and you can sell as good as anyone I've ever seen. In less than 6 weeks, you've lost a load of potential profit because of your obsession with capitalizing on your customers.

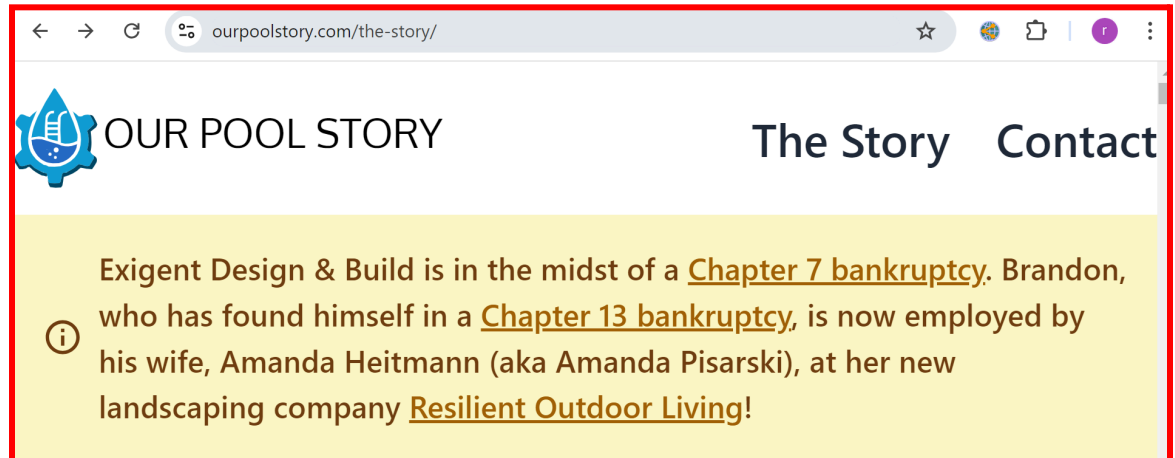
After moving on from Exigent, I found myself with some free time. I started to use my skills to tell the story of how Exigent operates. I'm a software engineer who has helped multiple startups grow and exit, some of which were 100% online businesses. I'm very aware of how things spread on the internet. I hope to protect every metro-Detroit resident from the situation I currently find myself in. The best way I know how to do that is to write my story and host it myself so that no one can ever get it taken down. It's password-protected now because I haven't finished it (I'll probably wrap it up over the holiday weekend) -- <https://exigentedesignandbuild.com/>, password is "exposeexigent"). Then, I'll make sure I'm the first result on Google whenever someone searches "Exigent".

Regards,

Alex B

7. Creditor did set up his website to, at least in part, coerce payment from Exigent or Debtor, and prevent Debtor and his wife from obtaining new customers. Since Debtor's employment with his wife's company, Resilient Outdoor Living, Creditor has expanded his website to

reference Mr. Heitmann's wife and her company. A current snapshot of the introductory portion of Creditor's website follows:



8. The implication of Creditor's website is to deter the public from doing business with Debtor, and with his wife's company. The effect of the website is to kill demand for Debtor's wife's company (Resilient), and the ability of Debtor and his wife to fund Debtor's chapter 13 plan.

9. Since the petition, Creditor has failed to take down its website despite Debtor's request.

10. Creditor filed a prepetition lawsuit against Debtor, Debtor's spouse, and various other persons who did business with Exigent. In the lawsuit in Macomb County Circuit Court, *Boyd v Heitmann, et al*, Case No. 23-003864-CZ, Creditor has demanded a jury trial. Creditor has also filed a nondischargeability adversary proceeding complaint against Debtor [Adv. No. 24-4372]. Creditor also filed a proof of claim against Debtor (POC No. 16).

11. The allegations in the lawsuit, the adversary proceeding, and the proof of claim filed by Creditor, relate to a pool project that Exigent entered into with the Creditor prepetition.

12. Upon information and belief, Creditor is a software engineer with expertise in Search Engine Optimization (SEO) which has artificially “bumped” the website to the top of search results related to Debtor. Even searches for Ms. Pisarski’s website lead to Creditor’s website in the search results, as do searches for Debtor and Debtor’s former company, Exigent. Moreover, Creditor’s website intercepts and directs traffic from www.exigentdesignandbuild.com to the Creditor’s website at www.ourpoolstory.com, so that if one enters www.exigentdesignandbuild.com in the address bar, they will be taken to the Creditor’s website. Creditor also references his website, www.ourpoolstory.com on his Creditor’s X (formerly twitter) webpage.

13. The website is objectionable for many reasons, including

- a. it is preventing Debtor from being able to fund chapter 13 payments which affects all creditors,
- b. it is a continuation of prepetition collection activity, and
- c. it risks tainting the jury pool for the state court lawsuit and the adversary proceeding filed by Creditor.

14. A creditor has an affirmative obligation to cease collection activities once bankruptcy has been filed. See e.g. In re Manuel, Case No. 14-53487, 5-6 (Bankr. E.D. Mich. Dec 24, 2014)(J. Randon, citing

with approval, “In re Briskey, 258 B.R. 473, 477 (Bankr. M.D. Ala. 2001)(“Indeed, the creditor must not only cease from taking any affirmative action which would violate the automatic stay, it must also take all necessary affirmative action to stop proceedings which are in violation of the automatic stay.””).

15. Creditor has created a website that appears intended to coerce a settlement from Debtor, and has failed to cease such collection actions.

16. The automatic stay provision of 11 U.S.C. § 362(a) took immediate effect once Debtor filed his bankruptcy petition on February 29, 2024. Among other things, the automatic stay prohibits:

(1) the . . . continuation . . . of a judicial, administrative, or other action or proceeding against the debtor that was . . . commenced before the commencement of the case, or to recover a claim against the debtor that arose before the commencement of the case[.];
11 U.S.C. § 362(a) (emphasis added)...

In re Manuel, Case No. 14-53487 (Bankr. E.D. Mich. Dec 24, 2014)

17. Creditor’s actions are in violation of the automatic stay.¹

¹ See In re Wallen, Case No. 18-30667(Bankr. E.D. Tenn. 2020)(available at https://www.tneb.uscourts.gov/sites/tneb/files/opinions/06-16-2020_wallen_18-30667.pdf); “Based on the evidence, the Court concludes that the purpose for posting the Deadbeat List was to embarrass and coerce the named individuals into paying their past-due accounts...In In re Andrus, 189 B.R. 413 (N.D. Ill. 1995), a creditor appealed the bankruptcy court’s finding that his posting of large signs near the debtor’s home violated the discharge injunction. The signs read: “...GENE ANDRUS WENT BANKRUPTCY! HE DIDN’T PAY HIS BILLS. HE IS A DEADBEAT! THIS IS A PUBLIC SERVICE ANNOUNCEMENT.” In addition to the signs, the creditor left “a harassing and vulgar” message on the debtor’s

18. The website appears designed to crush Debtor's ability to fund a chapter 13 plan, coerce a settlement, and taint the jury pool.

19. Creditor's actions are in violation of the stay and those actions are causing irreparable injury to the Debtor . See e.g. 11 U.S.C. section 362.

WHEREFORE this Court should enter the attached proposed Order and grant Debtor such further relief as this Court deems just.

Respectfully submitted,
_____/s/ Robert Bassel _____
ROBERT N. BASSEL (P48420)
Attorneys for Debtor
P.O. Box T
Clinton, MI 49236
(248) 677-1234
bbassel@gmail.com

DATED: 9/14/2024

answering machine and threatened to ruin the debtor's reputation in the community unless he paid the discharged debt, and he shouted threats to the debtor's spouse from his yard. Id. at 415. Here, although Morristown Tire's actions were not as egregious as the actions in Andrus, the Court has already determined that the creditor posted the Deadbeat List for the purpose of embarrassing or coercing those on it, including Debtor, to repay the debts in violation of the automatic stay. Thus, the Deadbeat List constitutes a violation of the discharge injunction as well.").

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In the Matter of:

Brandon Heitmann

Debtor

Case No. 24-41956

Chapter 13

Hon. Mark Randon

**ORDER GRANTING
DEBTOR'S MOTION TO ENFORCE AUTOMATIC STAY AND FOR
RELATED RELIEF**

Upon the filing of the **DEBTOR'S MOTION TO ENFORCE AUTOMATIC STAY AND FOR RELATED RELIEF**, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED that Alex and Rebecca Boyd shall cease any and all prepetition collection activities, including but not limited to, taking down their www.ourpoolstory.com website and interfering with Debtor's employer's (Resilient Outdoor Living's) customers and prospective customers, until further Court Order. A hearing on imposition of sanctions and damages may be requested at a later date by Debtor. This Order is effective immediately.

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In the Matter of:

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Debtor

Case No. 24-41956

Chapter 13

Hon. Mark Randon

**NOTICE OF OPPORTUNITY TO RESPOND TO DEBTOR'S MOTION
TO ENFORCE AUTOMATIC STAY AND FOR RELATED RELIEF**

PLEASE TAKE NOTICE that Debtor(s) have filed the above-captioned motion to enforce the automatic stay.

YOUR RIGHTS MAY BE AFFECTED. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

The Motion is available for review at the office of the Clerk of the U.S. Bankruptcy Court for the Eastern District of Michigan, located at 211 W Fort Street, 17th Floor, Detroit, Michigan, or may be obtained by sending a **written** request to Robert N. Bassel, Esq., at the address below. If you do not want the Court to grant the relief sought in the motion, or if you want the Court to consider your views on the motion, within 14 days unless shortened by the Court, you or your attorney must:

1. Communicate with the Court regarding your response or an answer explaining your position, at:
United States Bankruptcy Court, 211 W Fort Street, 17th Floor, Detroit, Michigan
You must also communicate your response to Robert N. Bassel, Esq. at the address stated below.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting the relief requested in the motion.

Respectfully submitted,

____/s/ Robert Bassel _____

ROBERT N. BASSEL (P48420)

Attorneys for Debtor

P.O. Box T

Clinton, MI 49236

(248) 677-1234

bbassel@gmail.com

DATED: 9.14.2024

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In the Matter of:

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PROOF OF SERVICE

The undersigned served, or caused to be served, copies of DEBTOR'S MOTION TO ENFORCE AUTOMATIC STAY AND FOR RELATED RELIEF, Notice of Time to Respond and Proof of Service upon the following by U.S. Mail or via the ECF system which is designed to serve notice upon the following, where applicable:

Alex and Rebecca Boyd
% John Harrington, Attorney
30500 Van Dyke Ave., Suite 200
Warren, MI 48093
attysharrington@comcast.net

DATED: 9.14.2024

Respectfully submitted,
_____/s/ Robert Bassel _____
ROBERT N. BASSEL (P48420)
Attorneys for Debtor
P.O. Box T
Clinton, MI 49236
(248) 677-1234
bbassel@gmail.com

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In the Matter of:

Brandon Heitmann

Debtor

Case No. 24-41956

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Hon. Mark Randon

**VERIFIED DECLARATION OF BRANDON HEITMANN
IN SUPPORT OF
DEBTOR'S MOTION TO ENFORCE AUTOMATIC STAY AND FOR
RELATED RELIEF**

Brandon Heitmann states under penalty of perjury:

1. The facts set forth in the underlying motion are true to the best of my knowledge, information and belief.

Pursuant to 28 U.S.C. § 1746, I declare, under penalty of perjury, that the foregoing is true and correct. Executed on September 14, 2024.

VERIFIED UNDER PENALTY OF PERJURY

/s/ Brandon Heitmann

Brandon Heitmann, Declarant,

Dated 9.14.2024

Drafted by:

/s/ Robert Bassel

ROBERT N. BASSEL (P48420)

Attorneys for Debtor

P.O. Box T

Clinton, MI 49236

(248) 677-1234

bbassel@gmail.com

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In the Matter of:

Brandon Heitmann

Debtor

Case No. 24-41956

Chapter 13

Hon. Mark Randon

**MEMORANDUM IN SUPPORT OF DEBTOR'S MOTION TO
ENFORCE AUTOMATIC STAY AND FOR RELATED RELIEF**

NOW COMES Debtor, through counsel, and states:

1. Debtor relies upon 11 U.S.C. section 362, the authority cited in the underlying motion, and the attached documents in support of the relief requested.

Respectfully submitted,

___/s/ Robert Bassel _____

ROBERT N. BASSEL (P48420)

Attorneys for Debtor

P.O. Box T

Clinton, MI 49236

(248) 677-1234

bbassel@gmail.com

DATED: 9.14.2024



robert bassel <bbassel@gmail.com>

Fwd: Pool Project

Bob Bassel <bbassel@gmail.com>

Sat, Sep 14, 2024 at 8:58 AM

To: robert bassel <bbassel@gmail.com>

Begin forwarded message:

From: Alex Boyd <alex.boyd@outlook.com>

Date: July 1, 2022 at 9:00:26 AM EDT

To: Brandon Heitmann <brandon@exigentdesignbuild.com>

Cc: Kody Grandchamp <kody@exigentdesignbuild.com>

Subject: Re: Pool Project

You guys have always been willing to say you will complete the project.

Unfortunately, we are not nearing the finish line. I have a massive list of things that still need to be done on our project. We went back and forth constantly for 30 days about how poor the work has been on my project and just how much damage has been done to my property. Finally, we get you to come out for one day and you cause more damage. Then, no response or communication for 10 straight days.

There is only one thing I want from Exigent and that is a refund. I need someone else to come finish up this project without any more blunders. I've signed a contract with another pool builder and I've paid my down payment. Now, I have nothing to lose.

I may have to pay for this pool twice just to get everything repaired (I haven't even gotten a total yet). Maybe I'll have a few weeks of summer left. I may never be able to recoup that money, but I'm going to try my best to get it all back from you. We definitely won't be able to recoup the time lost. Missed birthday parties and celebrations and bridal showers which were all supposed to be held around our new pool had to be canceled.

We will NEVER have this summer back with our sons. We will NEVER get

back the summer of our 3 & 4-year-old swimming and laughing around a pool. Exigent took that from us and laughed all the way to the bank.

Frankly, at this point, if I have to spend large amounts of money to prevent further mishaps, it's a relief. As soon as I was able to admit that I was completely screwed and there were zero good paths forward, I started to think clearer. I know I may never get my money back, but I've let go of all the nervous energy and anxiety that you guys have caused me.

I now put that energy towards telling my story to anyone and everyone who will listen. You've already lost multiple sales because of my first-hand account. You probably don't care, because I'm just one person, and you can sell as good as anyone I've ever seen. In less than 6 weeks, you've lost a load of potential profit because of your obsession with capitalizing on your customers.

After moving on from Exigent, I found myself with some free time. I started to use my skills to tell the story of how Exigent operates. I'm a software engineer who has helped multiple startups grow and exit, some of which were 100% online businesses. I'm very aware of how things spread on the internet. I hope to protect every metro-Detroit resident from the situation I currently find myself in. The best way I know how to do that is to write my story and host it myself so that no one can ever get it taken down. It's password-protected now because I haven't finished it (I'll probably wrap it up over the holiday weekend) -- <https://exigentdesignandbuild.com/> , password is "exposeexigent"). Then, I'll make sure I'm the first result on Google whenever someone searches "Exigent".

Regards,

Alex B

From: Brandon Heitmann <brandon@exigentdesignbuild.com>

Sent: Thursday, June 23, 2022 4:15 PM

To: Alex Boyd <alex.boyd@outlook.com>

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Cc: Kody Grandchamp <kody@exigentdesignbuild.com>
Subject: Pool Project

Hi Alex,

I understand you're very frustrated with your project and issues we have had thus far. I want to make this right and I am willing complete the project in full and hold all payment until the project is complete. I apologize that we have even reached this point but we are near to the finish line and my goal is to get this completed for you as soon as possible.
As well as repair the sun shelf the way you wanted it repaired.

Please let me know what you think when you have a moment and how you would like to proceed. Thank you.

Brandon Heitmann
CEO of Exigent Design Build
(586) 802-9690
[www.Instagram.com/exigentdesignandbuild](https://www.instagram.com/exigentdesignandbuild)
www.exigentdesignbuild.com